

TENDER DOCUMENT

FOR

SWEEPING & CLEANING (OFFICE AREA)

DIRECTORATE OF INDUSTRIES, ODISHA
CUTTACK

Tender Notice

Directorate of Industries, Odisha, Cuttack

No. 1814/Ind. Date: 22.02.2018

Notice inviting Tender for award of contract for providing services of Sweeping & Cleaning (Office Area)

Sealed tenders are invited under two bid system from reputed & experienced firms / agencies having valid registration from Competent Authority providing House-Keeping Agency and business in Odisha for providing sweeping and cleaning staff for a period of one year w. e. f. the date of effectiveness of the agreement on contract basis for their engagement in "Directorate of Industries, Odisha, Cuttack".

The detailed information for outsourcing the service of aforesaid services has been given in the Tender Document which may be downloaded from the website <http://diodisha.nic.in/>. The downloaded tender document should be accompanied with a D.D for Rs.200/- (Rupees Two Hundred only) along with the tender bid. The EMD of Rs.25,000/- (Rupees Twentyfive Thousand only) should also be paid by Demand Draft drawn on State Bank of India, Main Branch, Cuttack in favour of Director of Industries, Odisha, Cuttack payable at Cuttack along with the technical bid. The last date, time and place for submission of Tender document is 15.03.2018 by 3.00 PM in the Drop Box of the Industries Directorate, Killamaidan, Cuttack. Tender document received by any other mode will not be accepted.

Any corrigendum(s) shall be communicated through the website <http://diodisha.nic.in/>.

Sd/-

(dated: 22.02.2018)

Director of Industries

TENDER DOCUMENT

For providing House Keeping Services by
Engaging Sweeper and Cleaning Staff to the Directorate of
Industries, Odisha, Cuttack
by a House Keeping Agency

Tender Schedule

- a) Last Date and Time for submission of Tender Document: 15.03.2018 by 1.00 PM in the Drop Box of the Industries Directorate, Killamaidan, Cuttack
- b) Date and time for opening of Technical Bids 22.03.2018 at 3.00 PM in the Conference Hall of Industries Directorate, Killamaidan, Cuttack
- c) Date and time for opening of Financial Bids 22.03.2018 at 4.00 PM in the Conference Hall of Industries Directorate, Killamaidan, Cuttack

Note: Late bid shall be out rightly rejected.

Sd/-
(dated: 22.02.2018)
Director of Industries

BIDDER'S COVERING LETTER

To

The Director of Industries,
Odisha

Ref: Tender no: _____

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this _____ Day of _____ (the month and year)

Signature of Authorised Signatory _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of _____

The cost of bid document: Rs. _____/

Crossed D.D. No. _____ dated _____

Drawn on bank: _____

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____

To

The Director of Industries,
Odisha.Sub: Authorization for attending bid opening on _____ (date) in the
Tender for Sweeping and Cleaning Services for the DI (Tender no:
_____).

Sir,

Following persons are hereby authorized to attend the bid opening for the
tender mentioned above on behalf of _____
(Bidder) in order of preference given below.

Order of Preference with Name & Specimen Signature

Sl.	Name in order of preference	Signature
1		
2		

OR

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

DIRECTORATE OF INDUSTRIES, ODISHA, CUTTACK

TENDER DOCUMENT FOR SWEEPING & CLEANING (OFFICE AREA)

For providing services of Sweeping and cleaning to the Directorate of Industries, Odisha, Cuttack by a private Manpower Service Provider:

Period of contract	One Financial Year (2018-19)
Start date for submission of the Tender Form	26.02.2018
Last Date & time for submission of tender Form	15.03.2018 by 01:00 P.M
Date and time of opening of Technical Bids	22.03.2018 at 03:00 P.M.
Date and time of opening of Financial Bids.	22.03.2018 at 04:00 P.M
Bid Security	Rs.25,000/-

CONTENTS OF TENDER DOCUMENT

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Directorate of Industries, Odisha, Cuttack-753001 requires the services of reputed, well established and financially sound Manpower service Providers to provide services of Sweeping and Cleaning on contract basis.
2. There is tentative requirement of the services of the manpower as given below:

Category of manpower	Number	Place of deployment
Sweeper and Cleaner	6 (Six)	Directorate of Industries, Odisha

3. The contract for providing the aforesaid is likely to commence from 01.04.2018 and would continue till 31.03.2019. The period of the contract may be further extended beyond 31.03.2019 provided the requirement of the office for manpower persists at the time or may be curtailed/ terminated before 31.03.2019 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of the office. The Directorate of Industries, Odisha however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twentyfive Thousand only) along with Proof of Tender Paper Cost and other requisite documents by 15.03.2018 up to 3.00 PM in the Drop Box of Directorate of Industries, Odisha, Cuttack-753001. No other mode of submitting tender documents are acceptable.
5. The various crucial dates relating to "Tender for Providing Security Services to the Directorate of Industries, Odisha, Cuttack" are cited in the tender document.
6. E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.
7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing

Security Services to Directorate of Industries, Cuttack" and "Financial Bid for Providing Security Services to Directorate of Industries, Cuttack". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Security Services to Directorate of Industries, Cuttack".

8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn on State Bank of India, Main Branch, Cuttack in favour of Director of Industries, Odisha, Cuttack payable at Cuttack and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.
9. The successful tenderer will have to deposit a Performance Security Deposit of 10% including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Industries, Odisha covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. Authority reserves the right to extend the guarantee beyond the contract period in case of dispute by way of writing.
10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - (a) Copy of registration of applicant organization.
 - (b) Copy of the Service Tax / GST Registration certificate of the Service Provider issued by the competent authority.
 - (b) Copy of PAN card / TAN card and Aadhaar card.
 - (c) Copy of the IT returns filed for the last three consecutive financial years. (2014-15, 2015-16 & 2016-17)
 - (d) Copy of the Balance Sheet and P&L Account for the last three consecutive years duly certified by the Chartered Accountant. (2014-15, 2015-16, 2016-17).

- (e) Copies of EPF and ESIC registration certificates with up to date ECR for deposit.
- (f) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 if any.
- (g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
- (h) Experience certificate of providing security services to Government Department, Institutions / PSUs etc. inside Odisha only as mentioned in Clause-2 of Technical Specification of Tender documents.
- (i) Evidence of availability of training facility and service equipment and gadget in the form of an undertaking.
- (j) An affidavit in original to the effect that no case is pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
- (k) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
- (l) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.

The Technical Bid should be well bounded in Volume, Properly indexed with Page Marking. Requisite Documents should be annexed serially for easy evaluation. Unbounded and not Indexed properly will be rejected summarily.

11. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.

12. All entries in the tender form should be legible and filled up-clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. Financial Bid Submitted in Open form shall be summarily rejected.

13. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in presence of the representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person authorized for each bidder shall be allowed to be present at the time of opening the tender. For attending the Bid Opening, no separate intimation shall be given to the Participated Agency.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered.
15. The quoted rates shall not be inclusive of all taxes / dues fixed / notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.
16. The Competent Authority of the Directorate of Industries, Cuttack reserves the right to annul any or all bids without assigning any reason.
17. The Authorized signatory shall submit the letter of authorization.
18. The Service Provider should have its own Bank Account.
19. The registered office or one of the branch offices of the Service Provider should be located within Cuttack / Bhubaneswar. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
20. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

21. The Directorate of Industries, Cuttack reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

* * *

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

* * *

The tendering Service Provider should fulfil the following technical specifications:

1. The Bidder may be a Proprietary firm / Partnership firm / Limited Company / Corporate body legally constituted.
2. The tenderer should have the experience of providing similar works for at least last three consecutive years in any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Odisha or / any other State Government or Public Sector Banks or Local Bodies / Municipalities. Proof to this effect to be attached with Technical Bid.
3. The tenderer proprietor / firm / agency / company should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Department, Service Tax / GSTIN Number, Registration No. of the Proprietor / Agency / Firm, Provident Fund Registration Number, ESI Registration Number, License Number under Contract Labour Act and to enclose proof for the same.
4. The tenderer should submit an undertaking with the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments / Organizations of the Government of India / Government of Odisha and no criminal case is pending against the said firm on the date of submission of this bid (Prescribe Pro-forma as per Annexure III).
5. The tenderer should have registered in his / her name or in the name of firm / company and the company should have the capacity of providing required number of sweeping and cleaning staff.
6. Resolution of Board meeting authorizing the person to sign tender document (if applicable).

7. The tenderer should submit an undertaking with the Technical Bid to the effect that term and conditions of the Tender are duly accepted /signed with the stamp of the prospective bidder.
8. The Manpower to be provided must have the following qualifications;

Requirement	Age	Other eligibility
Sweeping and Cleaning	He should be of minimum 21 years of age and not exceeding 40 years of age.	(i)The deployed personnel shall have minimum qualification of so as to be able to read & write. (ii)The Service Provider will get the antecedents, character and conduct of individual personnel.

Annexure - I**TECHNICAL BID**(In sealed Cover-I super scribed "Technical Bid")
(DETAILS OF THE AGENCY)

Name of the Firm/agency with name of Proprietor / Partner / M.D. / Director:	:	
Address	:	
Address and Tele. No. of the Tenderer	:	
Registration No of the Firm:	:	
Name, Designation, Address & Tel No. of the Authorized person to deal with:	:	
Constitution of the Firm (Attach proof):	:	
Service Tax Registration / GSTIN Number:	:	
PAN No.	:	
VAT Registration No.	:	
Provident Fund Registration Number:	:	
ESI Registration Number:	:	
License Number under Contract Labour Act:	:	
Experience details of Last three consecutive years for providing similar work.	:	
Whether the Agency has been blacklisted by any of the Departments/Organizations of the Government of India/ Government of Odisha and any criminal case is pending against the said Proprietor/firm/agency:	:	
Whether Terms and conditions of Tender duly accepted	:	
Details of Earnest Money	:	
List of References:	:	
Name of the power of attorney authorization for signing the bid documents (attach a copy of Board Resolution or other supported documents thereof	:	

This is to certify that I/we have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ ourselves to abide by the same

Signature of the Tenderer

Place: _____

Name of the Signatory:

Date: (dd/mm/yyyy) _____

Name of the Firm / Agency:

Seal of the Firm / Agency:

Annexure IIIUNDERTAKING

It is certified that my firm/agency/company has never been black listed by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies / Municipalities and no criminal case is pending against my firm/agency as on .

Place: _____

Name of the Signatory:

Signature of the Tenderer

Date: (dd/mm/yyyy)

Name of the Firm / Agency:

Seal of the Firm / Agency:

Annexure - IIFINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")
TENDER DOCUMENT FOR

PROVIDING SWEEPING & CLEANING (OFFICE AREA)
FOR DIRECTORATE OF INDUSTRIES, ODISHA, CUTTACK

Nos. Of Requirement:

Sl.	Description of Personnel	Quantity	Type
1	Sweeping & Cleaning	06	Un-skilled

Note:

- One Shift is equal to 8 hours.
-
- The Price quoted shall be inclusive of all taxes.

Break-up of the rate (should be furnished in the below format) also be provided along with the copy of the Govt. Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt. and all statutory covered as per Contract of Labour Act.

Break-up of the rate of Price Quotation (Per Person per month)

(Amount in Rs.)

Category of the Employee	Rate per person per month				Cost of Man power		Cost of Materials	Total Cost per month (7 + 8)
	Salary	EPF	ESI	Total (1+2+3+4)	No. to be deployed	Amount (5 x 6)		
1	2	3	4	5	6	7	8	9
Sweeping & Cleaning								
Agency's Commission								
Taxes								
Total								

Grand Total amount Rs. _____ (In Figure)

Grand Total amount Rs. _____
(In Words)

NB: The agency shall quote their commission charges in reasonable price.

In case of any wrong calculation found in the total amount, the unit price shall be considered.

Declaration by the Bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- No other charges would be payable by Directorate of Industries, Cuttack.
- There would be no increase in rates during the Contract Period except provision under the terms and conditions.
- The commission charges must not be quoted Zero price / value.

Place:

Signature of the Tenderer with Seal

Date: (dd/mm/yyyy)

Name of the Signatory:

Address:

Phone No. (Off.) with STD code:

Mobile No.:

Foot Note:

- * Salary, EPF & ESI to be quoted per person per month
- * Cost of Man Power is Total Cost of Manpower per month
- * Cost of Materials is Total Cost of Materials per month

SCHEDULE 'A'Following area needs Sweeping & Cleaning

The entire Office premises consisting of Main Building, Madhusudan Building, New Building, Extended Building, Parking Area of Office, Electric Transformer area, Vacant Area of the back side of Office, all rooms, toilets of Office, furniture and other areas as and when mentioned specifically.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL
SERVICE PROVIDER BEFORE DEPLOYMENT OF
MANPOWER

* * *

1. List of Manpower shortlisted by service provider for deployment in Directorate of Industries, Cuttack containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc. along with Antecedent Report from Concerned Police Station.
2. Bio-data of all persons with Photo, Adhar Card, Voter ID Card
3. Any other document considered relevant.
4. Bank Guarantee.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Governor of Odisha represented by _____, here-in- after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

M/s _____ represented by Sri _____, here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are required in _____ Department/Office; And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Service Provider".

Now this agreement witnesses as below: -

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " ___ " in the

_____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.

3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid upto.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above

Signature of the person authorized to sign on behalf of Service Provider

Signature of the Authority An officer acting in the premises for and on behalf of the Governor of Odisha

In the presence of witness:

Witness

Witness

1. Name

1. Name.....

Address.....

Address.....

2. Name.....

2. Name.....

Address.....

Address.....

TERMS & CONDITIONS OF THE AGREEMENT

GENERAL

1. The Agreement shall commence from the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. or change in requirements.
2. The effectiveness of the agreement commences from the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year from the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The Directorate has requirement of 06 (Six) numbers of Sweeping and Cleaning. The requirement of the Directorate may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.

8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions / specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Head of Office designated of the Directorate.
10. The entire financial liability in respect of Sweeping and Cleaning services deployed in the Directorate of Industries, Cuttack shall be that of the Service Provider and Directorate of Industries, Cuttack will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing Act and adduce such evidence as may be required by the authority.
11. All sweeping & Cleaning staff should carry/ affix the badge, showing their photographs. The tenderer shall not deploy/ remove any personnel without informing the authorised person of the Directorate of Industries, Odisha.
12. The Directorate of Industries, Odisha shall have the right to ask for the removal of any sweeping and cleaning staff engaged by the agency, which is not found to be competent and orderly in the discharge of his duties. In that case the agency is bound to provide the substitute within one day.
13. Payment of salary to the staff engaged by the agency should be made through electronic mode of payment in the Bank Account.

14. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against Directorate of Industries, Odisha, Cuttack.
15. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. Directorate of Industries, Cuttack shall, in no way, be responsible for settlement of such issues whatsoever.
16. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
17. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Directorate during the contract period or after expiry of the Agreement.
18. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
19. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with Directorate under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
20. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copy of the registration(s) should be submitted. The Service Provider shall comply with all the legal requirements for obtaining

License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

21. In the event of any Sweeping and Cleaning personnel being on leave / absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the Head of Office designated of the Directorate. For reserve personnel police verification report must have obtained prior to engagement.
22. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to Director of Industries, Odisha for filing a FIR or other action wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.
23. The persons deployed by the Service Provider should have good police records and no criminal case should have been pending against them on the date of engagement or during engagement.
25. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
26. No person shall be absent from duty without prior intimation and permission of authorized officer of the Directorate of Industries, Cuttack and no person shall perform double duty, failing which it shall invite a penalty of Rs.1,000/- (Rupees One thousand) on each occasion and habitual offender in this regard shall be removed from the Directorate of Industries, Cuttack. The penalty on this account shall be deducted from the agency's bill.
27. All liabilities arising out of accident or death while on duty shall be borne by the agency.

28. After finalization /acceptance of the tender, an agreement will be signed between successful tenderer / Service providing agencies & Directorate of Industries, Cuttack.
29. The Directorate of Industries, Cuttack reserves the right to cancel or reject all or any of the tender without assigning any reason.
30. Cleaning, Sweeping & Sanitation etc. are to be carried out daily in mechanized way. The Sweeping & Cleaning work also includes Pest Control, removing cobwebs, Cleaning and Dusting of Furniture, etc. as per appropriate methods. Cleaning the outer walls of the Directorate building including Glass and ACP fittings therein are to be considered as part of the duty. The intending agencies are requested to visit the academy during any working day to ascertain the proposed work.

The firms are required to furnish complete proposals for daily cleaning of floors, staircases, passage, rooms, carpet area etc. of the Office (All rooms including Toilets), along with cleaning of Internal roads of the campus of Directorate of Industries, Cuttack.

The firm shall ensure cleaning of the office rooms, adjoining roads, pavements, footpaths daily by 8.30 AM or any other time as per the requirement to be informed by the Authority (Head of Office). All the toilets of the Office must be cleaned twice daily.

It shall be responsibility of firm to segregate dispose of garbage at least once in a day or at any time when garbage are accumulated in a larger quantity beyond the capacity of dustbin / garbage drum at his own cost.

The staff engaged by the agency shall be available all the time as per their duty roaster and they shall not leave their place of duty without the prior permission of the authorized officer (Head of Office) of the Directorate of Industries, Cuttack. Adequate supervision will be provided to ensure correct performance of the said sweeping & cleaning and other services in accordance with the prevailing assignment / instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency. The supervisory staff will move in their areas of responsibilities.

The contractor shall arrange the trolley etc. for carriage of materials like garbage, malba, minor building rubbish etc. to be disposed of beyond the premises area.

The Contractor will ensure that all the Sweeping & Cleaning as detailed in Schedule "A" are done to the satisfaction of the authorities of Directorate of Industries, Cuttack.

Penalties:

31. In case any complaint is received attributable to misconduct / Misbehaviour of agency's personnel a penalty of Rs.1,000/- for each such incidents shall be levied and the same shall be deducted from the agencies bill. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence / execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, the Directorate of Industries, Cuttack reserves the right to impose the penalty @ 2% of cost of order / agreement per week.
32. For not reporting to the duty by the Sweeping & Cleaning and other Personnel in time a minimum penalty of Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
33. For misbehaviour of the Sweeping & Cleaning Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute Sweeping & Cleaning, Rs.2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
34. For causing damage to the public property: Three times the

market value of the damaged property or Rs.5000/- whichever is higher per default.

35. For breach of any of the conditions of the contract – Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
36. If sweeping & cleaning is not observed up to the satisfaction of the Directorate of Industries, Cuttack, a penalty of minor fine of Rs.1000/- per incident or a major fine of Rs.5,000/- per incident will be imposed on the agency.
37. The Sweeping & Cleaning Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which it shall invite a penalty of Rs. 1000 on each occasion and habitual offender in this regard shall be removed from the Directorate of Industries, Cuttack. The penalty on this account shall be deducted from the agency's bill.
38. For persistent breach or unsatisfactory services – termination of contract along with forfeiture of performance security and blacklisting.

LEGAL

39. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

40. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Office (Directorate of Industries, Cuttack) shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Directorate of Industries, Cuttack.
41. The Service Provider shall also be liable for depositing all taxes, levies, Cess, etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Directorate of Industries, Cuttack.
42. The Proprietor/ Firm/ Agency shall be responsible for the payment/ statutory obligations under labour laws such as EPF, ESI, Gratuity, Leave, weekly off days etc. to its personnel. The agency will produce documentary proof every month of the account of contribution of service Tax/ GSTIN, ESI and EPF along with monthly bill.
43. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of Directorate of Industries, Cuttack or any other authority under Law.
44. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by Directorate of Industries, Cuttack.
45. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Directorate of Industries, Cuttack is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out

of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

46. The Service Provider shall be held responsible for any loss / damage to the equipment and instruments of the Directorate of Industries, Cuttack provided to the manpower deployed by the Service Provider due to the negligence or wilful damage as assessed by the Directorate of Industries, Cuttack.
47. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. This Office will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Directorate of Industries, Cuttack by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
48. The decision of Director of Industries, Odisha in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

49. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.25,000/-) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of Director of Industries, Odisha payable at Cuttack & Tender Paper Cost Proof failing which the tender shall be rejected out rightly.
50. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second Competitive Stage) shall be returned to them without any interest. In case of successful tenderer, if the

Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

51. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Industries, Odisha, Killamaidan, Cuttack covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
52. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
53. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Head of Office in respect of the persons deployed and submit the same to Directorate of Industries, Cuttack in the first week of the succeeding month. The Director of Industries, Odisha shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
54. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and Directorate of Industries, Cuttack shall not be liable to bear any expense in this regard. The Agency shall make payment

of wages of a month to security personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Directorate of Industries, Cuttack for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws / Acts, including but not limited to the following and their re-enactments / amendments / modifications:

- I) The Payment of Wages Act 1936
 - II) The Employees Provident Fund Act, 1952
 - III) The Contract Labour (Regulation) Act, 1970
 - IV) The Payment of Bonus Act, 1965
 - V) The Payment of Gratuity Act, 1972
 - VI) The Employees State Insurance Act, 1948
 - VII) The Employment of Children Act, 1938 / Child Labour Act.
 - VIII) Minimum Wages Act, 1948
55. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
56. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
57. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
58. The Personnel deployed by the Service Provider at Directorate of Industries, Cuttack shall work under the direct supervision and control of the Head of Office designated of the Directorate. The full particulars of the personnel to be deployed by the service provider including their names and addresses, Photograph, Aadhaar Card, Voter ID Card shall be furnished to the Head of Office designated of the Directorate along with the testimonials

and antecedent report from local Police Station before their actual deployment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Head of Office designated of the Directorate.

59. The registered office or one of the branch offices of the Service Provider should be located within Cuttack/Bhubaneswar. In case there is no branch office, the successful bidder will have to open branch office at Cuttack/Bhubaneswar within two months of the signing the agreement.
60. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
61. The successful bidder will enter into an agreement with Directorate of Industries, Cuttack for supply of suitable and efficient Sweeper and Cleaner as per requirement of this office on the above terms and conditions.
62. There would be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the incremental wages paid by the Service Provider consequent upon revision of wages by the Government.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name :

Address :

Phone No (O) :

Date:

